SECTION III.—THE FRAME OF THE SUIT.

§ 6.—*Joining Causes of Action, &c.*

I shall omit all details on this subject (sections 42-7) because on such points the forest officer will always need legal advice. The object is to get a final settlement of the matters in dispute and prevent litigation going on. It is, therefore, necessary not to sue for a part of what is wanted, but the whole; and if a part is only sued for the rest cannot afterwards be claimed: so several remedies may be claimable on one cause of action; all must be asked for if all are wanted, otherwise the remainder cannot separately be claimed.

A familiar instance of this is the case where *rent* for several years is due. Supposing rent for 1879 and 1880 are due, if you only sue for 1880 you cannot afterwards claim for 1879.

It is also likely that a forest officer's suit may be brought, say, against a clerk who has given security for the due discharge of his duty, and has been guilty of some misconduct for which he is civilly liable. Here it is always necessary to sue both the principal *and* his sureties at once.

It sometimes happens that *several* complaints arise against one individual, or several connected in one business or interest, and it is a question whether these separate causes of action should be joined in one suit or in separate suits: this is determined by sections 44-7, and details will not be given; proper advice must be sought: but I may state that the general rule is that if a claim is to immovable property, that cannot be joined with a separate claim on a money debt; it must be kept separate except as regards subsidiary claims to the profits (called "mesne profits"), which might have been had from the property in dispute, out of which plaintiff has been wrongfully kept, and damages arising out of a breach of contract under which the property is held.

But if you have several causes of action against the defendant in the same character (*i.e.*, not where one sum is due from him as executor to an estate, and another from him personally, irrespec-

tive of the estate), you can join them in one suit; but the Court is at liberty to make orders as to separate trial for convenience sake.

§ 7.—*The Plaint.*

Having then understood clearly in what Court you are about to sue, and whether you have rightly put together the claims (if more than one) or separated them, and rightly put together or separated your defendants, the next thing is to draw up a *plaint;* for every suit is commenced by filing in Court a *plaint in writing.*

The contents and form of plaint are clearly set out in section 50, and no comment is needed. The signature and certificate or verification declaring that the plaint is just and true, are also explained, and who is entitled to make the verification when the actual client does not make it himself from his own personal knowledge.

There are also forms of plaint on almost every conceivable subject of a civil suit, given in the schedule at the end of the Code.

I may mention that no question can now arise about limitation; if the suit is brought after the period allowed by the Limitation law (Act XV of 1877), the Court will reject it, whether defendant takes this ground for objection or not. If, therefore, the suit is *primâ facie* barred, but there are some of the recognized exceptions saving the limit, these must be clearly stated in the plaint.

In some cases plaints wrongly drawn will be rejected, but the law allows in other cases, that the plaint should be *amended* (section 53,) or it may in some cases be *returned* (section 57), if the objection is to the jurisdiction of the Court in respect of value, or locality. With the plaint, a copy (or concise statement may be substituted by permission) is filed, to be given to the defendant with the summons. (Section 58.)

§ 8.—*Documents on which the Plaint is based.*

Documents on which the suit is based must be filed with the plaint, which is done by filing a copy and producing the original in Court. If the documents are not in the plaintiff's power, he must give in a list with the plaint; and if he relies on documents to